

AGREEMENT BETWEEN THE
DEPARTMENT OF DEFENSE
OF
THE UNITED STATES OF AMERICA
AND
THE SWEDISH ARMED FORCES
FOR
COOPERATION ON ENVIRONMENTAL PROTECTION IN DEFENSE
MATTERS

CERTIFIED TO BE A TRUE COPY:



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PREAMBLE

The Department of Defense of the United States of America and the Swedish Armed Forces, hereinafter referred to as the "Parties":

Having a common interest in defense;

Recognizing the benefits to be obtained from rationalization, standardization and interoperability of military equipment and methods for identifying and preventing environmental pollution;

Seeking to make the best use of their respective research and development capacities, eliminate unnecessary duplication of work and obtain the most efficient and cost-effective results;

Recognizing the need to collectively develop emerging technologies to address environmental issues;

Have agreed as follows:

ARTICLE I

DEFINITION OF TERMS AND ABBREVIATIONS

Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Contract	Any mutually binding legal relationship under national laws which obligates a Contractor to furnish supplies or services, and obligates one or both of the Parties to pay for them.
Contractor	Any entity awarded a Contract by a Party's Contracting Agency.
Controlled Information	Unclassified information to which access or distribution limitations have been applied in accordance with national laws and regulations, and which will be marked and handled in compliance with this Agreement.
Designated Security Authority (DSA)	The security office approved by a national authority to be responsible for that nation's security aspects of this Agreement.
Governmental Purposes	Manufacturing or other use in any part of the world by or for the government of either Party. (Any sales or transfers to Third Parties will be subject to Article XII of this Agreement.)
Party	A signatory to this Agreement represented by its military and civilian personnel. Contractors and Contractor Support Personnel shall not be representatives of a Party under this MOU.
Patent	Legal protection of the right to exclude others from making, using, or selling an invention. The term refers to any and all patents, including but not limited to patents of implementation, improvement, or addition, petty patents, utility models, appearance design patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions, of any of these.
Project Annex (PA)	An implementing arrangement, added after this Agreement has been in force, which details the terms of collaboration on a specific Project.
Project Background Information	Information not generated in the performance of a Project.
Project Foreground Information	Information generated in the performance of a Project.

Project Equipment	Any material, equipment, end item, subsystem, component, special tooling or test equipment used in a Project.
Project Information	Any data, knowledge, fact, or information provided, generated, or used in a Project under this agreement regardless of form or type, including that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyright, patent, or other legal protection.
Project Invention	Any invention or discovery formulated, made (conceived or first actually reduced to practice) in the course of work performed under a Project. The term first actually reduced to practice means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.
Prospective Contractor	Any entity that seeks to enter into a Contract awarded by a Participant's Contracting Agency and that, in the case of a solicitation involving the release of export-controlled information, is eligible to receive such information.
Swedish Armed Forces	An organization which is made up of the Swedish Army, Navy, and Air Force.
Third Party	Any person or other entity whose government or whose governing authority is not a Party to this Agreement.

ARTICLE II

OBJECTIVE

1. The objective of this Agreement is to define and establish the general principles which shall apply to the initiation, conduct, and management of Annexes related to environmental technology research and development projects between the Parties to provide for the exchange of research, development, test and evaluation information of mutual interest on environmental technology matters and for the performance of research, development, test and evaluation activities on environmental technology matters of mutual interest.
2. Detailed terms and conditions of each individual Project shall be in accordance with this Agreement and be recorded in Annexes to this Agreement. Each Project Annex shall include, as a minimum, provisions concerning the objective, scope of work, management structure, financial arrangements, contractual arrangements (if required) and responsibilities of the Parties in accordance with the format set forth in Annex A to the extent practicable.
3. U.S. participation will include the Office of the Secretary of Defense, Army, Navy and Air Force.
4. Swedish participation will include the Armed Forces, supported by the following agencies: the National Fortification Administration, the Defence Material Administration and the Swedish Defence Research Agency.

ARTICLE III

SCOPE OF WORK

1. The scope of work for this Agreement shall encompass research and development collaboration and information exchange on basic research, exploratory and advanced development technologies whose maturation may lead to the development of environmental protection systems. Projects may range from information exchange to conceptual studies to joint environmental experiments. Information that may be used directly in the final design or in the manufacture of a prototype or production item or system will not be provided by either Party. Any specific prototypes, full-scale development or production programs which are based upon collaboration under one or more Project Annexes to this Agreement are outside the scope of this Agreement and shall require conclusion of separate agreements.
2. Experience, information and views on selected environmental issues will be initially exchanged in the following areas:
 - a. Efforts to reduce or eliminate adverse environmental impacts on air, water and land due to armed forces installations and activities.
 - b. Methods to measure, predict, and mitigate the effects of noise related to defense systems operations.
 - c. Efforts to monitor, remediate and restore environments contaminated by defense activities.
 - d. Guidelines and techniques for disposal of defense material/wastes.
 - e. Factoring environmental considerations into the acquisition and procurement of equipment and facilities.
 - f. Efforts to implement pollution prevention and source reduction measures on naval ships and at defense installations.
 - g. Development of environmental training and education programs to increase environmental awareness in the armed forces.
 - h. Efforts to develop techniques needed for successful multiple resource management on defense installations in light of military operations.
 - i. Efforts to conserve and enhance nature and wildlife in areas used for military activities.
3. Individual Projects will be established by the Parties to address specific areas of joint activity or information exchange.

ARTICLE IV

MANAGEMENT

1. The Parties shall appoint a standing Steering Committee (SC), with an equal number of members from each Party, which will direct and administer Projects on an overall level on behalf of the Parties. The SC will meet alternatively in the United States and Sweden on a biannual or as-needed basis.
2. The SC will schedule working groups to address the environmental areas described in Article III. When these working groups decide a particular area warrants further attention, the Parties will enter into a Project Annex to this Agreement to establish a Project for that area.
3. The SC shall be responsible for:
 - a. exercising policy and management direction during the course of Project implementation.
 - b. monitoring overall Project implementation, including Project execution, specifications, milestones, cost and financial requirements.
 - c. recommending amendments to this Agreement to the Parties.
 - d. exercising overall authority over Project Officers in accordance with this Agreement.
4. Project Officers (POs) shall be appointed for each Project. POs shall have the primary responsibility for implementation, management, and direction of a Project in accordance with this Agreement.
5. If needed, a separate Steering Committee may be designated in the Project Annex to provide specific policy and management direction to the POs during the execution of a specific Project.

ARTICLE V
FINANCIAL PROVISIONS

1. Each Party shall contribute its equitable share of the full costs of each Project, including overhead and administrative costs. The assignment of work shall represent an equitable sharing of work to be performed under each Project. Each Party shall receive an equitable share of the results of each Project.
2. The following costs shall be borne entirely by the Party incurring the costs:
 - a. Costs associated with any unique national requirements identified by a Party.
 - b. Costs associated with attendance at, and hosting of, meetings and working groups.
 - c. Any other costs outside the scope of this Agreement and its Project Annexes.
3. A Party shall promptly notify the other Party if available funds are not adequate to fulfill its obligations under this Agreement or a Project Annex. If a Party notifies the other Party that it is terminating or reducing its funding for a Project, both Parties shall immediately consult with a view toward continuation on a changed or reduced basis.
4. The financial arrangements for a specific Project will be provided in the Annex for that Project.